



December 16, 2022

Dear Vendor:

The attached Request for Proposals is a solicitation for a private developer/campground management company to finance, design, develop, construct, operate and maintain a destination campground at Cacapon Resort State Park in Berkeley Springs West Virginia.

Thank you for your interest in bidding on our project. As indicated in the attached request for proposals significant information/deadlines to keep in mind are as follows:

Non-Mandatory On-Site Pre-Bid Conference

January 18, 2023

Meet in Lodge Lobby at 10:00 a.m.

For more information, contact Scott Fortney, Superintendent, Cacapon Resort State Park, 818 Cacapon Lodge Drive, Berkeley Springs, WV 25411, or 304-258-1022.

Non-Mandatory Conference Call/Zoom to Answer Vendor Questions

January 27, 2023

To be included in the call/Zoom, please submit request to Brad Reed, Chief, West Virginia State Parks at [brad.r.reed@wv.gov](mailto:brad.r.reed@wv.gov), and Miranda Cope, Secretary, West Virginia State Parks at [miranda.j.cope@wv.gov](mailto:miranda.j.cope@wv.gov), no later than 4:00 p.m. on January 24, 2023.

Time of call to be determined.

Deadline for Bid Receipt by DNR (Mandatory) March 3, 2023, by 4:00 p.m. Eastern Time

Bids are to be submitted to Brad Reed, Chief, West Virginia State Parks, 324 4<sup>th</sup> Avenue, South Charleston, WV 25303. Please mail/ship in hard copy.

Other visits to the site may be arranged through Superintendent Fortney at the address listed above. If you have any questions, please don't hesitate to contact me.

Sincerely,

Bradley R. Reed  
Chief of Parks

BRR:mjc

*almost heaven*

**West Virginia Division of Natural Resources**

**Cacapon Resort State Park**

**Request for Proposals**

**Campground and Recreational Facility Financing, Design, Development,  
Construction, Operation, and Management**

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## **1. GENERAL INFORMATION**

### **1.1. Introduction:**

The West Virginia Division of Natural Resources, Parks and Recreation Section, (hereinafter referred to as the "DNR") is issuing this solicitation as a request for proposal ("RFP") for the Financing, Design, Development, Construction, Operation, and Management of a campground and recreational facilities at Cacapon Resort State Park, Berkeley Springs, West Virginia.

This RFP is a method in which Vendors submit proposals in response to the request for proposal published by the DNR Parks and Recreation Office. It requires an award to the highest scoring Vendor, rather than the lowest cost Vendor, based upon an evaluation of the Vendor's proposal. This is referred to as a best value procurement. Through their proposals, Vendors offer a solution to the objectives, problem, or need specified in the RFP, and define how they intend to meet (or exceed) the RFP requirements.

This RFP will be evaluated using technical evaluation elements only and will not include a cost component. Contract language and payments to DNR resulting from elements constructed and operated under this proposal will be negotiated with the successful vendor after the size and scope of the project is fully determined and RFP evaluated.

### **1.2. RFP Projected Schedule of Events:**

RFP Advertised	December 16, 2022
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Non-Mandatory On-Site Pre-Bid Conference	January 18, 2023
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Meet in Lodge Lobby at 10:00 a.m.

For more information, contact Scott Fortney, Superintendent, Cacapon Resort State Park, 304-258-1022

Non-Mandatory Conference Call/Zoom to Answer Vendor Questions January 27, 2023

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Deadline for Bid Receipt by DNR (Mandatory)

March 3, 2023 by 4:00 p.m.

Bids are to be submitted to Brad Reed, Chief, West Virginia State Parks, 324 4<sup>th</sup> Avenue, South Charleston, WV 25303. Please mail/ship in hard copy.

RFP Evaluation Begins

March 13, 2023

Oral Presentation by Vendor

TBD

Vendor Selection Made

TBD

Contract Negotiations Begin

TBD

Public Meeting

TBD

Contract approved by Committee per 20-5-16

TBD

Finalized Contract In Place

TBD

## **2. BACKGROUND AND CURRENT OPERATING ENVIRONMENT**

2.1. Cacapon Resort State Park is a 6,600-acre, full-service, four-season resort and conference center located in Morgan County, West Virginia, approximately nine miles from Berkeley Springs. This beautiful resort is situated in the heart of West Virginia's Eastern Panhandle and located within a two-hour driving distance of the major U.S population centers of Washington, DC, and Baltimore, MD. The area is rich in natural beauty and both natural and historic significance. The town of Berkeley Springs is eclectic and well-known for spa services and spring water production.

This resort boasts a recently constructed 74-room lodge and conference center, plus a newly renovated 46-room lodge, offering commanding views of the Robert Trent Jones designed championship golf course. Opportunities for lodging at the resort also include 31 vacation cabins and a 12-room inn. This multi-faceted property provides guests ample and high-quality amenities and services, including the aforementioned golf course with pro shop and driving range, restaurant, full-service spa, lounge, two snack bars, gift shops, indoor pool, fitness center, nature center, boat rentals, beach with lake swimming, equestrian stable with rental rides, picnic areas, scenic overlooks, hiking and biking trails, a dog park, as well as ample conference rooms, pre-function space, break-out rooms, board rooms and meeting rooms.

Cacapon is also jointly managed with Berkeley Springs State Park, which features full spa services, roman baths, a gift shop, museum, outdoor swimming pool and related recreational facilities. Berkeley Springs also serves as an origin source for potable water in the town/region. Detailed information on both Cacapon Resort and Berkeley Springs State Parks may be found at our website: <https://wvstateparks.com/>

## **2.2. ADDRESS OF AGENCY AND LOCATION OF PROPERTY:**

Agency: Division of Natural Resources (DNR), 324 4<sup>th</sup> Avenue, South Charleston, WV 25303

Cacapon Resort State Park: 818 Cacapon Lodge Drive, Berkeley Springs, WV 25411

## **3. GENERAL SUMMARY**

The State of West Virginia, Division of Natural Resources, is soliciting proposals by professional campground and recreational management developers and operators for the financing, design, development, operation, and maintenance of a destination campground experience on the resort offering a range of amenities, features and activities which will enhance Cacapon Resort State Park's status as a premier destination location attractive to travelers, tourists, and recreational enthusiasts alike. Additionally, submissions may include ideas and concepts for recreational offerings at the resort which are new and different from the facilities already offered there. Proposals for management and operation of existing resort facilities should not be included with submission.

The State's Division of Natural Resources is of the belief that the best interests of the State are served through private sector financing, design, development, operation, and maintenance of a world-class campground at Cacapon. Cacapon is one of the few major WV State Park areas that does not currently have a campground. As a result, a unique business opportunity exists for the private sector from this potential project.

Consequently, the State's Division of Natural Resources will negotiate a long-term concession agreement with a private sector entity to accomplish financing, design, development, operation, and maintenance of a campground at Cacapon, along with new recreational opportunities as described, which is detailed in the material that follows. This private-public partnership will be of positive benefit to both parties, as well as the traveling public. The public benefits by having the opportunity to enjoy the unique experience of camping at a competitive cost in a scenic and rural campground setting while enjoying contemporary entertainment/recreational activities not found elsewhere in the area. The State benefits by providing a service to its residents, as well as other visitors, while preserving the quality and character of the area and enjoying an equitable economic benefit. The operator/developer will enjoy the economic benefit and resulting share of the market from offering a premium facility while realizing a reasonable return on investment and adding an impressive element to their business portfolio.

#### **4. LEGISLATED AUTHORITY**

This document is written pursuant to the terms authorized by Chapter 20-5-16 (amended) of the WV Code which states:

§20-5-16. Authority to enter into contracts with third parties to construct recreational facilities and cabins; public comment.

(a) Notwithstanding any other provision of this code to the contrary, in addition to all other powers and authority vested in the director, he or she may:

(1) Enter into contracts with third parties for the financing, construction, and operation of new recreational, lodging, and ancillary facilities at all state parks and state forests under the jurisdiction of the Division of Natural Resources except for Watoga State Park. The contracts may allow and recognize both direct and subsidiary investment arrangements. The term of the contracts may not exceed a period of 40 years, at which time the full title to the recreational facilities shall vest in the state, except as otherwise provided in this section.

(4) (b) Any contract entered into pursuant to this section shall be approved prior to execution by the Secretary of the Department of Commerce, the Secretary of the Department of Tourism, and the Secretary of the Department of Economic Development.

(c) A contract may provide for renewal for the purpose of permitting continued operation of the facilities at the option of the director for a term or terms not to exceed 10 years.

(d) The director shall provide prior electronic notice of any contract, extension, and renewal entered into pursuant to this section to the Joint Committee on Government and Finance.

(f) Prior to initiating a contract for new recreational, lodging, and ancillary facilities at all state parks and state forests under the jurisdiction of the Division of Natural Resources, the director shall conduct a public hearing to be held at a reasonable time and place within the county in which the facility is located. Notice of the time, place and purpose of the public hearing shall be provided as a Class II legal advertisement in accordance with §59-3-2 of this code which notice shall be given at least for the first publication 20 days in advance of the hearing.

## **5. PROJECT SPECIFICATIONS**

**5.1. Project Goals and Mandatory Requirements:** The West Virginia Division of Natural Resources is seeking a qualified firm (Vendor) to finance, design, develop, operate, and maintain a campground at Cacapon, along with enhanced recreational offerings for the resort which are new and different from the facilities



already offered. Vendor should describe its approach and methodology to providing the services, or solving the problem described, by meeting the goals/objectives identified below. Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches.

#### **5.1.1. GOAL ONE: Design and Development**

OBJECTIVE: To meet the highest product quality, sustainability, and maintenance standards for design, development, and construction in the camping industry, Vendor must describe and detail, with examples, past successes in their design, construction, and development of full-service campgrounds with related facilities in a resort or state park setting. Examples with visual aids should include information on campsite design and layout, landscaping, roadways, paving, utilities, bathhouses, building architecture, camp stores, check in stations, integrated recreational features, and any other detail which will serve to demonstrate the Vendor's expertise in these endeavors. Vendor should provide information about each design/development and physical construction elements separately so that experience and ability portion may be adequately evaluated.

#### **5.1.2. GOAL TWO: Financing**

OBJECTIVE: To ensure the Vendor has the capability, mechanisms, and experience to finance a campground development, successfully cover debt service, and bring the facility to profit, Vendor must describe and detail, with examples of past successes in similar endeavors. Specific details should be provided (redacting confidential information) about the process and mechanism involved, timelines, and return to investors.

#### **5.1.3. GOAL THREE: Operation and Management**

OBJECTIVE: To meet the highest quality product, service, and maintenance standards in the camping industry, Vendor should describe and detail, with examples, current or past successes in their operation and management of full-service campgrounds with related facilities in a resort or state park setting. Vendor should indicate how their firm has the knowledge, expertise and experience in operating resort camping that



consistently achieved and maintained high levels of guest satisfaction and customer service. Vendor hospitality and customer service training and accountability measures should be described in detail. Vendor should include examples of routine and preventative maintenance programs currently used.

#### **5.1.4. GOAL FOUR: Revenue Management, Return on Investment, Profitability**

OBJECTIVE: To meet the highest possible return on investment for the Vendor and WVDNR, Vendor should describe and detail, with examples, current or past successes in profitable campground management. Sufficient detail must be provided (redacting confidential information) to demonstrate Vendor's expertise in revenue management, maximizing profit on services offered. Examples of rate structures used at other managed campgrounds should be provided.

#### **5.1.5. GOAL FIVE: Marketing and Advertising**

OBJECTIVE: To meet the highest possible return on investment for the Vendor and WVDNR, Vendor should describe and detail, with examples, current or past successful marketing and advertising campaigns which significantly contributed to successes in camping endeavors. Vendor shall describe how it intends to utilize existing WV State Park and WV Tourism branding to promote success.

#### **5.1.6. GOAL SIX: Partnerships**

OBJECTIVE: To meet the highest possible return on investment for the Vendor and WVDNR, and to ensure seamless operations, Vendor should describe and detail, with examples, current or past successes with government agencies or private landowners which have partnered with the Vendor on a shared business venture (redacting confidential information).

#### **5.1.7. GOAL SEVEN: Excellence in Design, Development, Operation and Management of Recreational Facilities**

OBJECTIVE: To meet the highest quality product, service, and maintenance standards in the outdoor recreation industry, Vendor should describe and detail, with examples, past or current successes in financing, design, construction, operation, and management of recreational facilities in their portfolio which are also being proposed as a part of this submission. Information requested in Goals 1 – 4 above should be provided on all such proposals for recreational facilities. Examples of recreational features which are not present at Cacapon Resort currently include: winter sports, zip line, ropes courses, mountain coaster, bicycle rental, etc.

#### **5.1.8. GOAL EIGHT: Cooperation and Cohesion in WVDNR and Vendor Operations**

OBJECTIVE: Vendor will describe in detail its plans to work and partner with existing park operations to maximize guest service and profitability for both parties.

### **6. INFORMATION SUBMISSION**

In addition to the information requested in Section 4.2 of this document, Vendors should provide the following information and materials in detail:

- A. Map of Cacapon Resort State Park with specific Vendor preferred location for proposed campground and all associated ancillary facilities detailed spatially. WVDNR may consider any potential locations within the boundaries of the park for campground location. One area that has been suggested is directly behind the park Nature Center. This area may be located on a map at the following general coordinates: 39.499714, 78.302249.

B. Preliminary site plan for campground and all related ancillary facilities. Must include layout of campsites, site utility breakdown, site electric amperage standards, features to be offered on sites, bathhouses, check in stations, related ancillary facilities, roadways, parking, and information as necessary to evaluate submission. Plans should include spatial, natural, and landscaping elements which create a "park like" experience for campers and limit perceptions of parking lot style facilities. Campsites design is to be limited to traditional camping opportunities as can be found in other WV State Parks and may include "Glamping" similar to what is found on WV State Parks and managed by Tentrr, Inc. Cabins or quasi-cabins are not preferred designs for campsites.

C. Vendor shall include both short- and long-term maintenance plans for facilities proposed.

D. Research on national trends and local competitive sets which demonstrate a need for a campground at Cacapon along with showcasing its potential for financial success. Research should justify Vendor proposal on campground details, as well as recreational additions to the resort.

E. Research on market and user demographics which demonstrate a need for a campground at Cacapon along with showcasing its potential for financial success. Research should justify Vendor proposal on campground and recreational details.

F. Detail on ideas and concepts for new recreational features to be added to the resort as a part of this proposal.

G. Preliminary site plan for infrastructure required for public use and access of the campground and any recreational facilities proposed. This should include but not be limited to utilities, area lighting, potable water, wastewater, fire suppression needs, and access roadways.

H. Concepts for seasonality of operation for all facilities.

I. Estimates on investment funding vendor would need to bring to the development to complete the project.

J. Promotional/marketing information must be provided on all campground operations in Vendor's current business operations portfolio.

K. Promotional/marketing information must be provided on all campgrounds which have been designed and built by the Vendor.

L. Information on any associated retail and food service venues proposed to be a part of the campground.

M. Suggested contract language between vendor and DNR.

N. Business Plan (confidential information may be redacted)

Company Summary

Company Ownership

Products and Services

Web Plan Summary: Please include a market analysis, website strategy, specific development plan, sales forecast, and expense budget

Sales Strategy: Plan for positioning and selling the product or service

Sales Forecast: Estimate the quantity of goods and services you anticipate selling/providing over the forecast period. Include cost of the goods and services, and the estimated profit.

Management Summary: Structure of the business, including relevant information about personnel and anticipated growth.

Personnel Plan: Plan for hiring, compensating, and utilizing personnel.

Financial Plan: Include detailed explanation for the following items

Break-even Analysis

Projected Profit and Loss

Projected Cash Flow

Projected Balance Sheet

Business Ratios

Marketing Plan

## **7. EXPERIENCE INFORMATION**

Vendor should describe in its proposal how it meets the desirable qualification and experience requirements listed below.

**7.1.** Experience and qualifications of senior management staff to be assigned to the project; Vendor must provide information that includes work experience, professional certifications, and any educational degrees applicable to focus of responsibility.

**7.2.** Experience and qualifications of architectural, engineering and design staff to be assigned to the project. Vendor must provide information that includes work experience, professional certifications, and any educational degrees applicable to focus of responsibility.

**7.3.** Vendor must provide a current corporate organizational chart;

**7.4.** Qualification/Experience Requirements – The following qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the requirements and include any areas where it exceeds the requirements. Failure to comply with requirements may lead to disqualification. The qualifications/experience requirements are listed below.

**7.4.1.** Vendor's length of experience in development and business focus as described in this document should meet or exceed a minimum of ten consecutive years, without any contract breaches due to performance failure. This requirement is to ensure that the Vendor has the experience necessary to provide the many complex facets of resort campground development and operation.

**7.4.2.** Vendor's current or past portfolio should include a minimum of FIVE major campgrounds (50 sites or more) designed and constructed by the Vendor.

Vendor's current portfolio should include a minimum of FIVE major campgrounds (50 sites or more) operated/managed by the Vendor.

A contact name, address, email address and phone number must be included with each experience example submitted.

**7.4.3.** Financial ability of firm to undertake the operation of the facility (confidential business information may be redacted):

**7.4.3.1.** Balance sheet for prior three years;

**7.4.3.2.** Income statement for the prior three years;

**7.4.3.3.** Statements of cash flows for the prior three years;

**7.4.3.4.** Credit report (i.e. D&B);

**7.4.3.5.** Most recent quarterly financial statement;

## **8. VENDOR INSTRUCTIONS AND PROPOSAL**

**8.1. Preparation:** Proposals should be prepared providing a concise description of the items requested above. Emphasis should be placed on completeness and clarity of the content.

**8.2. Incurring Cost:** Neither the State nor any of its employees or officers shall be held liable for any expenses incurred by any Vendor responding to this RFP, including but not limited to preparation, delivery, or travel.

**8.3. Proposal Format:** Vendors should provide responses in the format listed below:

**8.3.1. All-inclusive Submission:** Vendors must submit 3 copies of proposals in writing with all applicable and requested information included and attached.



**8.3.2. Title Page:** State the project name, vendor's name, business address, telephone number, fax number, name of contact person, e-mail address, and Vendor signature and date.

**8.3.3. Table of Contents:** Clearly identify the material by section and page number.

**8.3.4. Response Reference:** Vendor's response should clearly reference how the information provided applies to the RFP request. Information should be presented referencing table of content number and titling reference used in RFP.

**8.4. Proposal Submission:** All proposals must be submitted to the Parks and Recreation Office of DNR, Attention Bradley Reed, Chief, 324 4th Avenue, South Charleston WV, 25303 prior to March 3, 2023, as stipulated in the RFP as the opening date.

**8.5. Oral Presentations:** The Agency shall require oral presentation from all Vendors participating in the RFP process. During oral presentations, Vendors may not alter or add to their submitted proposal, but only clarify information.

## **9. INFORMATION AND GENERAL CONTRACT EXPECTATIONS AFTER AWARD**

Following selection of the successful Vendor following RFP submissions and evaluations, WVDNR and the Vendor shall enter a negotiation process in which details of the Vendor's plans may be discussed along with the needs and expectations of both parties. Only when all parties are agreed upon the details and the mandatory public meeting held will a contract be issued. Some contract element standards that may be required by WVDNR should be considered by the Vendor prior to RFP submission. These are as follows:

A. WVDNR requires that an agreed number of campsites are financed, designed and constructed as a part of this agreement with appropriate ancillary facilities and utilities to provide a world-class camping experience to our guests.

B. Groundbreaking on campground construction is desired to begin no later than 12 months after the contract is executed. Completion of the construction of campsites and necessary ancillary facilities is desired to finish no later than 24 months following execution of the contract.

C. WVDNR will require specific detail from the Vendor on financing arrangements.

D. All regulatory, environmental and review processes associated with the development and operation of this project shall be the responsibility of the Vendor, however WVDNR may assist and facilitate as needed.

E. Overall waste treatment loading at Cacapon Resort State Park may need to be altered depending upon the scope of this project. Vendor may be responsible for making these changes if needed.

F. All construction and development plans must be formalized by the Vendor and approved by WVDNR prior to groundbreaking.

G. Successful Vendor will be expected to work closely with the state's Department of Tourism and participate in WVDNR-wide promotions.

H. Vendor shall be required to relocate trails or other facilities which must be moved to accommodate this project. Integration/inclusion of such features into project design is preferred. Cacapon has recently been awarded a three-million-dollar EDA grant for new mountain biking trail design and construction. Successful vendor will need to complete the project in a way that compliments this addition.

I. All applicable state, federal and local laws, and permitting apply to this project, and shall be the responsibility of the vendor. Vendor will operate within all rules governing the use of WV State Parks; as well as reservation and booking policies.

J. Pursuant to the requirements of WV Code 20-5-16, a public hearing onsite must be held prior to final award of the contract. It will be an expectation of WVDNR for the successful Vendor to present its non-confidential plans to the public at that meeting.

K. Cacapon is a 6-F, LWCF protected area. Certain restrictions apply. Vendor shall address. Additionally, no alteration should be made to Civilian Conservation Corps elements of the park.

L. Operations and staffing plans will be required from the Vendor by WVDNR prior to contract award. WVDNR reserves the right to approve project operational general manager.

M. WVDNR will approve all rates charged to the public. Approval for rates necessary for profitability and debt service will not be unreasonably withheld.

N. WVDNR will have an expectation of an operational percentage-based return on this project beginning as soon as possible after construction and public opening.

O. All records related to purchase order/contracts are considered public records. All bids, proposals or offers submitted by proposers shall become public information and may be released with a Freedom of Information Act request.

P. Vendor will not be permitted to sell products or services which directly compete with those offered by the resort.

## **10. EVALUATION AND AWARD**

**10.1. Evaluation Process:** Proposals will be evaluated by a committee of individuals. Final contract shall be approved as specified above under Legislated Authority. Evaluation shall be based upon the overall technical proposal and an evaluation of the business plan. The Vendor that demonstrates that it meets all of the mandatory specifications required attains the minimum acceptable score and attains the highest overall point score of all Vendors shall be awarded the contract.

**10.2. Evaluation Criteria:** Proposals will be evaluated based on criteria set forth in the solicitation and information contained in the proposals submitted in response to the solicitation. The evaluation will be based upon the point allocations designated below:

Evaluation Point Allocation:

Meeting Mandatory RFP Requirements	(15) Points Possible
Qualifications and Experience	(15) Points Possible
Plan Meets Agency Need	(30) Points Possible
Business Plan Demonstrates Adequate Result	(25) Points Possible
Oral interview	(15) Points Possible

Total Proposal Score: 100 Points Possible (70% Minimum Score)

**10.3. Bid Opening:** At the bid opening, the Parks and Recreation Office will open the proposals received prior to the bid opening deadline. Once opened, the proposals will be provided to the Agency evaluation committee for technical evaluation.

**10.4. Evaluation:** The Agency evaluation committee will review the proposals, assign points where appropriate, and make a final written recommendation. Oral Presentation will be a part of this process.

**10.5. Failure to Meet Mandatory Requirement:** Vendors must meet or exceed all mandatory requirements of the RFP may be disqualified.

The Parks and Recreation Office reserves the right to disqualify a proposal based upon deficiencies in the technical proposal even after the cost evaluation.

**10.6. Availability of Information:** Proposal submissions become public and are available for review immediately after opening pursuant to West Virginia Code §5A-3-11(h). All other information associated with the RFP, including but not limited to, technical scores and reasons for disqualification, will not be available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3. D.

## **11. APPENDICES**

Map of Cacapon

General contract language from previous concession contracts

WV state parks org chart

Cacapon supplemental business information

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

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(Company)

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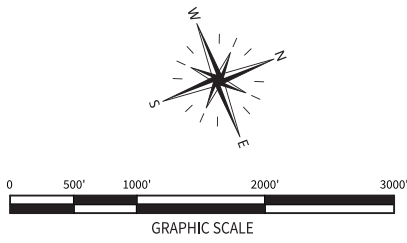
(Representative Name, Title)

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(Contact Phone/Fax Number)

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(Date)



### Legend

- Park boundary
- Paved road
- Improved road
- Unimproved road
- Parking area
- Structure
- Hiking trail
- Multiple-use trail
- Lake
- Stream
- Bathhouse
- Cabin area
- Fishing pier - accessible
- Food service
- Golfing
- Picnic shelter
- Restroom
- Scenic viewpoint/ overlook
- Swimming

WARM SPRING RIDGE

PINEY RIDGE

CACAPON

MOUNTAIN

PINEY RIDGE

WARM SPRING RIDGE



# CACAPON RESORT STATE PARK

Winter View



Middle Fork Cabin Area

North Fork Cabin Area

Ziler Loop and Central Trail

Ziler Loop and Central Trail

Central Trail

Central Trail

Batt Picnic Area

Wobble Clay Shooting Range

Winter View

Unmarked Trails

Championship Golf Course

Cabin Loop Trail

Clubhouse

Lodge

Old Inn

Stables

Maintenance Area

Woodthrush Shelter

Nature Center

Nature Center Shelter

Bluebird Shelter

Picnic Areas

Cardinal Shelter

Campfire Circle

Gazebo

Play Area

Shelter

Docks

CCC Shelter

Ridge Trail

Snack Bar

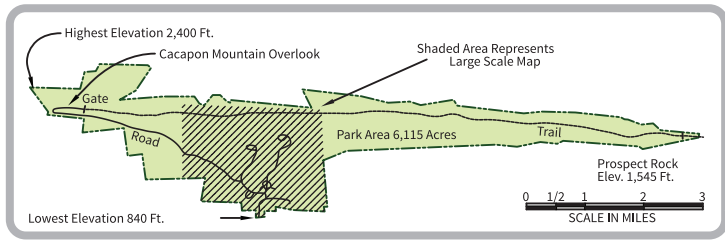
Beach

Bathhouse

Cacapon Lake

26 miles to  
Winchester, VA

U.S. Route 522





## CONTRACT

THIS CONTRACT, MADE THE \_\_\_\_ day of \_\_\_\_\_, between the West Virginia Department of Commerce, Division of Natural Resources (DNR), Parks and Recreation Section, with offices at 324 4<sup>th</sup> Avenue, South Charleston, West Virginia 25303, hereinafter called **Division**, and \_\_\_\_\_ hereinafter called the **Contractor**.

WITNESSETH:

WHEREAS, the Division is charged by Chapter 20 of the official Code of West Virginia, as amended, with authority and control of all State Parks in West Virginia and is charged by said law with the provision, operation, and maintenance of such facilities in the Parks under its authority as may be necessary, desirable, or convenient for the use of the public for healthful recreation, and

WHEREAS, the Contractor desires to obtain from the Division a Contract to operate a Concession granting the development and operation of \_\_\_\_\_ at \_\_\_\_\_, the Concession hereinafter described, and the Division desires to enter into a Contract with the Contractor for the operation of the said Concession.

This Contract is not intended, and shall not be construed, to vest in the Contractor any title, tenure or property rights in the real estate, fixtures or personal property belonging to the Division now located, or which may hereafter be located, in or around the premises to be occupied by the Contractor or by anyone employed by the Contractor.

NOW, THEREFORE, in condition hereinafter contained, it is agreed by the parties hereto as follows:

### **1. Grant and Acceptance**

The Division hereby grants to the Contractor and the Contractor hereby accepts from the Division a Contract to operate for the period herein stated and subject to all the terms and conditions herein contained the following described Concession:

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### **2. Description and Location**

WV Division of Natural Resources  
Parks and Recreation Section  
324 4<sup>th</sup> Avenue  
South Charleston WV 25303

The Parks and Recreation Section of WVDNR consists of 46 state park, state forest and rail trail areas spread across 35 Counties within the state of West Virginia. The park

system encompasses 168,000 acres of public land and serves approximately 9 million guests annually.

Park grounds are open to the public every day of the calendar year, as are many facilities. Some parks have seasonal area and facility closure.

### **3. Term Years**

This Contract shall commence on the \_\_\_\_ day of \_\_\_\_, and shall end on the \_\_\_\_ day of \_\_\_\_\_. Should the Contractor perform in a satisfactory manner, an additional extension of five years, beginning on the \_\_\_\_ day of \_\_\_\_, until the \_\_\_\_ day of \_\_\_\_, may be granted at the Division's discretion.

### **4. Season/Hours of Operation**

The Contractor shall operate the concession on such days and hours as will assure reasonable and proper service to park patrons.

Scheduling is subject to change due to severe weather, or hazardous conditions to ensure guest safety.

### **5. Revenue Due the Division**

The Contractor agrees to pay the Division as compensation for this Contract and for the privilege of operating said Contract within the Parks and for the period previously mentioned as follows:

\_\_\_\_% of ALL Gross Revenue Collections

See additional information in Special Provisions Section.

### **6. Payments**

Payments from the Contractor to the Division shall be made quarterly by the 5<sup>th</sup> day of the month.

### **7. Books of Account and Financial Record**

The Contractor agrees to keep books of account and records of all operations and to establish systems of bookkeeping and accounting in a manner satisfactory to the Division and to permit inspection of said books and records by the Division or its representative as often as, in the judgment of the Division, such inspection is deemed necessary. The Contractor shall submit at the end of each year, or as required by the Division, a "Profit and Loss Statement" of operations under this Contract in a form approved by the Division. Said statement shall classify and identify all income and expense.

## **8. Building Space and Utilities**

The Division shall provide Contractor sufficient building space as is necessary and appropriate in the operation of the Concession without charge to the Contractor. The Contractor is responsible for any telephone lines they may require.

## **9. Payment of Charges**

If the Contractor fails to pay any charges for other services supplied by the Division when the same become due and payable, then the amount of said charges shall forthwith become a part of and be added to the Contract Concession Payment and shall under all circumstances and conditions be considered a part thereof and be collectible as such.

## **10. Insurance**

The Contractor shall procure at his or her own cost and expense such public liability insurance as will protect the Contractor, the Division officers, and employees, from any claims for damages to property and for personal injuries, including death, which may arise from the operation of this Concession by the Contractor. Policies or certificates of insurance shall be delivered to the Division with full premiums paid before the commencement of any operations by the Contractor. All policies of any nature shall be subject to the approval of the Division for adequacy and form of protection. This insurance shall be written in the name of and protecting both the Division, as the "Certificate Holder" **and** as "Additionally Insured," and the Contractor. Also, a 10-day notice of cancellation is required.

Insurance required under this Contract shall be in accordance with the following schedule:

Commercial General Liability Insurance Coverage written in the name of the Contractor and protecting both the Division and the Contractor. Policy limits which insurance shall be a minimum of:

Commercial General Liability; \$1,000,000 Each Occurrence  
Automobile Liability; \$500,000 Combined Single Limit

## **11. Workers' Compensation**

The Contractor will be required to furnish the Division, before beginning operations herein under, proof of employment (on the job) accident insurance by Workers' Compensation or other documentable means.

## **12. Risk**

The Contractor assumes all risk in the operation of this Contract and said premises and equipment, and shall be solely responsible and answerable in damages for all



accidents or injuries to persons or property and hereby covenants and agrees to indemnify and keep harmless the Division and its officers and employees from any and all claims, suits, losses, damage, or injury to persons or property of whatsoever kind and nature, whether direct or indirect, arising out of the operation of this Contract or the carelessness, negligence, or improper conduct of the Contractor or any servant, agent, or employee which responsibility shall not be limited to the insurance coverage provided.

The Division shall not be responsible for damages of this equipment caused by natural or human created situations and circumstances.

### **13. Service, Quality and Prices**

All services sold or used under this Contract shall be of high quality, and that quality, quantity, and all prices charged will be subject to the written approval of the Division. The parties will work in good faith in negotiating agreeable prices for services as market conditions require or allow, provided, however, that no price increases will be implemented nor prices for services outside of those specified in this contract be established without the approval of the Division. The Contractor shall maintain and operate the Concession provided for in this Contract in a manner satisfactory to the Division and always conform with the reasonable rules and directions of the Division, and charge only such prices in connection with its operation as shall be approved by the Division.

A periodic review of the quality of performance by the Contractor will be completed by the Division or its appointees. The Division will be the sole judge of the quality of services provided by the Contractor. Should the Division notify the Contractor that services are lacking in quality, the Contractor will take immediate action to meet the level of quality expected by the Division.

The Contractor shall provide all necessary service training for its staff, including, but not necessarily limited to, first aid and CPR, as well as customer service and hospitality training.

### **14. Manager and Management**

The Contractor agrees to employ a full-time manager who is satisfactory to the Division to operate this Contract in a manner that provides for adequate supervision of the operations and staff of the operational areas. The manager or supervisor who is responsible for the operations of the facility must always be available for contact. The Contractor further agrees to always have sufficient attendants on duty to render high quality service in an efficient, competent, courteous, safe, and sanitary manner.

### **15. Employees**

The Contractor agrees to employ and maintain such employees, help and labor as may be necessary to carry on the Concession in an efficient, competent, courteous, safe, and sanitary manner. The Contractor agrees, at the request of the Division or its

authorized representative and without the making of any specific charges, to forthwith terminate the employment within the Park of any employee whom the Division or such representative considers detrimental to the best interest of the Park or the public using same, provided that such termination shall be legal and non-discriminatory. The Contractor agrees that his or her employees and subcontractors will observe the same general policies of conduct that the employees of WV State Parks and Recreation are required to follow; and will comply with all state park regulations.

## **16. Uniforms**

All attendants or employees of the Contractor shall wear uniforms to be furnished by the Contractor without cost to the Division. Such uniforms shall consist of a branded t-shirt and other attire appropriate for the Concession activity in which the employee is working.

## **17. Advertising and Marketing**

All marketing and advertising efforts by the Contractor must be first approved by the Division to ensure that the Division's interests are maintained, and branding guidelines are followed. The primary source for reservations and information is WVstateparks.com and 833-WVPARKS. Any additional booking options, websites, social media accounts, or phone numbers must receive prior approval.

The Division requires the Contractor to provide the advertising assistance; however, the Division must approve all public-facing materials including advertisements, press releases, websites, emails, etc. in advance of their release. Marketing plans and all public-facing materials for each season should be sent in advance to the Division for review. The Division requests at least two weeks for review but understands emergencies arise and will work diligently to accommodate all requests.

The Contractor will participate in marketing and advertising developed by the Contractor and accept recommendations on the same specific to WV sites.

All photos of sites taken or used by the Contractor shall be made available for use by the Division.

## **18. Equipment**

The Contractor agrees to conduct and use the premises for no other purpose than herein stated and to equip the same at the Contractor's own cost and expense except as follows:

Prior to the occupancy of the premises/vessels covered under this Contract by the Contractor, the parties agree to make an inventory of all equipment, if any, furnished by the Division and said inventory shall be signed by the Contractor as being received. The Division may, at its option, add equipment it may deem necessary or proper for the comfort and pleasure of the public who may patronize the Concession, and such equipment shall



be added to the equipment inventory and receipted for in writing by the Contractor.

The Contractor and each Park Superintendent shall take an annual joint inventory of the equipment owned by the Division, and each shall retain a copy for their files. Adjustments for lost or damaged property shall be made at that time.

At the expiration or termination of this Contract, all such equipment shall be returned by the Contractor to the Division in good operating condition, reasonable wear and tear excepted. The Contractor shall replace all damaged or missing items with like equipment acceptable to the Division. The quality and workmanship of such replacement equipment shall be equal to the quality and workmanship of the original equipment, or as otherwise specified by the Division.

### **19. Maintenance and Repairs**

The Contractor assumes cost and responsibility for all maintenance and upkeep of sites. This includes preventative, routine, and major maintenance. All tools, parts, and supplies for maintenance shall be provided by the Contractor. The Contractor shall permit the inspection of sites by the Division or its representative as often as, in the judgement of the Division, such inspection is deemed necessary.

All buildings, space, and equipment covered by this Contract and used by the Contractor in the conduct of this Concession shall be maintained and surrendered by the Contractor to the Division at the expiration or termination of this Contract in as good a condition as when received, reasonable wear, tear and damage by the elements excepted. The Contractor shall not make any alterations in the buildings, space, or equipment without the written approval of the Division.

All Contractor owned equipment shall remain the sole property of Contractor and will be removed from property by the Contractor at the termination of this contract.

The Contractor agrees to maintain the sites and surrounding grounds to a standard of cleanliness which will ensure the equipment's efficient, safe, and healthful operation, the Division being the judge of the standard of cleanliness required. The Contractor agrees to immediately notify the Division of the failure of any piece of equipment covered by this Contract regardless of whether the Contractor or the Division is responsible for the equipment's maintenance, repair, or replacement.

The Contractor agrees to maintain all sites and surrounding grounds in an attractive, clean, safe, and sanitary manner. To this end, the Contractor shall keep the area in a clean and sightly condition always and shall make adequate arrangements for collection of papers, trash, litter, sweepings, hosing down, cleaning, and other arrangements for general good housekeeping that may be necessary and desirable. The Division shall be the sole judge of the standard of housekeeping necessary.

The Contractor agrees to correct and remedy any unsatisfactory condition for which

he or she is responsible as provided in this Contract, or which relates to attractiveness, high quality of service, efficiency, cleanliness, safety, or sanitation of the buildings, space, and equipment in a manner befitting WV State Parks and the facilities afforded. If the Contractor neglects or refuses to correct or remedy any such unsatisfactory condition within seven (7) days after receiving written notice to do so from the Division, then the Division shall have the right to terminate this Contract forthwith and to enter upon and assume the operation of the premises or enter into a Contract with another entity for the operation thereof.

See additional information in Special Provisions Section.

## **20. Sanitation**

The Contractor shall keep the premises in a clean and sanitary condition and shall cleanse, fumigate, disinfect, and deodorize the same whenever directed to do so by the Division or its representative. All State health laws, and West Virginia Bureau for Public Health rules and regulations shall be strictly complied with. The Contractor agrees to keep all areas and garbage and waste collection points clean and sanitized always.

## **21. Refuse**

The Division shall supply appropriate centrally located land-based receptacles and dispose of land-based trash and other refuse generated at the Concession. The Contractor agrees to dispose of all refuse and garbage in the Division provided receptacles, and as required by the laws, rules and regulations of the Division and the West Virginia Bureau for Public Health.

## **22. Flammables**

The Contractor shall not use or permit the storage of any illuminating oils, candles, oil lamps, turpentine, benzene, naphtha, or other similar substances, or explosives of any kind, or any substance or thing prohibited in the standard policies of fire insurance companies in the State of West Virginia on the premises, except as permitted under proper authority.

## **23. Inspection**

It is agreed that the premises may be inspected at any time by authorized representatives of the Division or of the West Virginia Bureau for Public Health. The Contractor agrees, if notified by such representatives that any part of the premises or the facilities thereof is unsatisfactory, to remedy the same at once.

## **24. Federal, State and Municipal Laws**

The Contractor agrees not to use, nor suffer or permit any person to use in any manner whatsoever, the said premises or any part thereof or any building thereon for any



illegal purpose, or for any purpose in violation of any Federal, State, or Municipal law, rule, order or regulation, or any ordinance, rule, or regulation of the Division now in effect or hereafter enacted or adopted, and will protect, indemnify and forever save and keep harmless the Division and the individual members thereof and their agents, from and against any damage, penalty, fine, judgment, expense or charge suffered, imposed, assessed or incurred for any violation or breach of any law, ordinance, rule, order or regulation occasioned by any act, neglect or omission of the Contractor or any employee, person or occupant for the time being of said premises; and in the event of any violation, or in case the Division or its representative shall deem any conduct on the part of the Contractor, or any person or occupant for the time being of the premises, to be objectionable or improper, the Division shall have the right and power and is hereby authorized to at once declare this Contract terminated without previous notice to the Contractor.

## **25. Permits**

The Contractor shall procure at the Contractor's own cost and expense all permits or licenses necessary for the legal design, construction, and operation of this Contract. Further, Contractor agrees to secure all permits and licenses to be able to conduct business in the State of West Virginia including registration with the Secretary of State's Office and WV OASIS.

## **26. Public Interference**

The Contractor hereby waives all claims for compensation for all loss or damage sustained by reason of any interference by any public Division or official in the operation of this Contract. Any such interference shall not relieve the Contractor from any obligations hereunder.

## **27. Waiver of Damage**

The Contractor hereby expressly waives any and all claims for compensation for any and loss or damage sustained by reason of any defect, deficiency or impairment of the electrical apparatus, water supply equipment, or wires furnished for the premises hereby granted, or by reason of any loss or impairment of light, current, or water supply which may occur from time to time for any cause, or for any loss or damage sustained by the Contractor resulting from fire, water, tornado, civil commotion or riots; and the Contractor hereby expressly waives all rights, and demands and forever releases and discharges the State of West Virginia, Division of Natural Resources, and its and their officers and agents from any and all demands, claims, actions, and causes of action arising from any of the causes aforesaid.

## **28. Not an Agent**

Nothing herein contained shall create or be construed as creating a partnership between the Division and the Contractor or to constitute the Contractor as agent of the

Division, and it is expressly understood and agreed that the Contractor undertakes operations under this Contract as an independent Contractor and not otherwise.

### **29. Claims**

It is expressly understood and agreed by and between the parties hereto that the Division of Natural Resources, Parks and Recreation, and its officers and agents are acting in a representative capacity and not for their own benefit and that neither the Contractor nor any occupant shall have claim against them or any of them as individuals in any event whatsoever.

### **30. Obligations on Part of the State**

As to the obligations of the Division under the provisions of this Contract, the same shall be deemed executory only to the extent of the monies available therefore and no liability may be incurred by the Division beyond the monies available for the purpose.

### **31. Assignability**

The Contractor agrees not to assign, transfer, convey, sublet, or otherwise dispose of this Contract or of his or her right, title, or interest therein, or his or her power to execute such Contract to any other person, company, or corporation without the previous consent in writing of the Division.

### **32. Changes in Park Operation**

It is understood that the Division may from time to time make changes in the location and capacities of Park facilities and methods of operation and may change the amount charged (other than services offered through the Concession) for the use thereof by the public during the term of this Contract.

### **33. Notices**

All notices and orders given to the Contractor may be served by mailing the same to the Contractor at the address hereinbefore set forth or by delivering a copy thereof to the Contractor in person, or by leaving it at his or her place of business in the Park with any person then in charge of same, or by posting the same in a conspicuous place upon the outside of any building or other structure occupied by the Contractor under this Contract.

### **34. Modification Change Orders**

This Contract may be modified in writing, executed by the parties hereto, and approved by the Attorney General of the State of West Virginia upon such terms and conditions as may be mutually agreed upon between the Contractor and the Division, but no such modification shall be effective until so executed and approved.

### **35. Default of Payment**

It is expressly agreed that the Division shall have a continuing lien on all personal property of the Contractor which may be on the premises for any and all sums which may from time to time become and be due to the Division under the terms of this Contract, and upon default of payment by the Contractor, the Division has the right to take possession of and retain the same until the full amount due shall be paid, or to sell the same at public auction and, after deducting the expenses of such sale, apply the balance of the proceeds to such payment, and if there should be any deficiency, to resort to any legal remedy.

### **36. Removal of Personal Property**

The Contractor agrees not to remove from said Park any personal property brought thereon by the Contractor for this Contract except with the express permission in writing of the Division. Upon the expiration of the term herein, if the Contractor has made full payment under this Contract and carried out the terms of this Contract, he or she may remove his or her personal property from the Park and shall do so within 120 calendar days after the end of the term herein stated, and on failure to do so, the Division by its officers and agents, may cause the same to be removed and stored at the cost and expense of the Contractor, and the Division shall have a lien thereon in the amount of the cost and expense of such removal and storage until paid and may sell such property and reimburse itself for such cost and expense plus the expense sale.

### **37. Performance Failure and Termination**

If the Contractor fails to make payments to the Division in accordance with the terms of this Contract, fails in the performance of the operations, or fails to comply with any provision, stipulation, or condition contained herein, then the Division may elect to terminate this Contract upon thirty (30) days' notice served as stated in the *Notices* section of this Contract except for the provision in the *Federal, State and Municipal Law* section which contains a lesser time for notification. Upon the date of such termination, the Division shall have the right to enter the premises occupied by the Contractor, by force or otherwise, and to take full possession thereof and close the premises for such time as it may deem proper or, at the Division's option, may remove therefrom the property and effects of the Contractor and, with or without legal process, expel, oust, and remove all parties who may be present upon or occupy any part of the premises, and all personal property that may be thereon or therein contained without being liable to prosecution, damage or damages therefore, or for any damage or damages to or loss of any personal property belonging to any party upon or occupying said premises or any part thereof from any cause whatsoever by reason of such removal, and the Contractor expressly waives any and all claims for damages and loss against the State of West Virginia or the Division, its officers and agents, for or on account of any act done or caused to be done in exercising this right. The Division shall have the right to sell said personal property so seized or removed and recover by such sale or legal process all sums due to the Division under the terms of this Contract, plus the costs and expenses incurred under the terms of this Contract.



### **38. Cancellation**

This Contract may be canceled for any cause upon a sixty (60) days' notice at the option of the Division, served as stated in the Notices section of this Contract, except as provided in the Performance Failure section and for the provision in the Federal, State and Municipal Law section which both contain a lesser time for notification. In the event of the cancellation of this Contract for any cause, the Contractor shall be liable for any portion of the fee accrued to the effective date of such cancellation or termination. Should the Contractor desire to terminate this Contract for any reason, he or she shall notify the Division at least sixty (60) days in advance of the date he or she proposes to surrender the Contract, served as stated in the Notices section of this Contract.

### **39. Civil Rights, Handicapped Accessibility and Age Discrimination**

The Contractor will comply with all applicable Federal statutes. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, (P.L. 88-352), (42 U.S.C. 2000d-2000d-6), which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), which prohibits discrimination on the basis of sex and blindness; (c) Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability; (d) the Age Discrimination Act of 1975, 42 U.S.C. 6101-6107, which prohibits discrimination on the basis of age; and (e) the requirements of any other nondiscrimination statute(s) which may apply to any program or activity for which the Contractor received any recompense or other consideration of value, either directly or indirectly, from the State, and hereby gives assurance that it will immediately take any measures necessary to effectuate this Contract.

Any person who feels discriminated against by the Contractor may file a complaint with the Chief, Parks and Recreation, Division of Natural Resources, 324 4<sup>th</sup> Avenue South Charleston, WV 25303-1228 OR Director, Equal Opportunity Program, U.S. Department of the Interior, National Park Service, Post Office Box 37127, Washington, D.C. 20013-7127.

### **40. Taxes**

The Contractor agrees to pay all Local, State and Federal taxes and all fees including, but not limited to, store license fees and business licenses which may be imposed or legally charged because of the operation of the Concession conducted hereunder.

### **41. State Tax Information**

The Contractor hereby authorizes the Department of Tax & Revenue to release to the Division of Natural Resources, Parks and Recreation, any information the Contractor provides to the Department of Tax & Revenue regarding the business covered by this Contract, business franchise number \_\_\_\_\_, including the gross sales reported by the Contractor to the State Department of Tax and Revenue and the taxes paid by the Contractor to the State of West Virginia on the business covered by this Contract. The

Contractor hereby authorizes the State Department of Tax and Revenue to provide such information on a monthly, quarterly, semi-annual, or annual basis as the Division of Natural Resources, Parks and Recreation, may request.

#### **42. Destruction by Fire**

If any building used by the Contractor is destroyed by fire, the Division at its sole discretion may rebuild such building or terminate operations at the location, provided, however, should the building space provided in Section 8 above be destroyed by fire or other casualty, the Division shall provide comparable space to allow continued operation of the Concession.

#### **43. No Waiver of Performance**

The failure of the Division to insist upon strict performance of any provision or condition of this Contract or to exercise any right herein shall not operate or be construed as a waiver of such condition or right in any other insurance.

#### **44. No Oral Obligation**

This instrument contains the entire obligations of the Division and the Contractor and no modifications or additions made after the date of this Contract shall be valid and binding on the Division unless made in writing and signed by an officer thereof duly authorized.

#### **45. Special Provisions**

The Contractor shall be responsible for site bookings and reservations. The Contractor shall provide full integration to the WV State Parks and greater Tourism websites for bookings and marketing/advertising.

The Contractor shall be totally responsible for the collection of fees and charges to the public for stays in sites and will remit a percentage to the Division as described in this document.

All revenue and booking information shall be made available and provided upon request by the Contractor to the Division.

The Contractor shall not use, and or operate, an off-road vehicle/atv for management of sites except for the initial installation and final tear down, and for heavy equipment delivery on a case-by-case basis approved by the area superintendent.

The Contractor shall make provisions for appropriate pest control to all sites; as well as reinforcing structures to keep local fauna from entering.

The Contractor shall make all provisions necessary to create an environment which is free of elements of food storage and waste that would attract bears, raccoons, and other

animals prone to invading human use areas.

The Contractor shall handle in an appropriate time frame all guest complaints surrounding use of their products.

###

IN WITNESS WHEREOF, the Contractor and the Director of the West Virginia Division of Natural Resources have duly executed and sealed these presents, the day and year first above written.

\_\_\_\_\_  
**Contractor**

WEST VIRGINIA DIVISION OF NATURAL RESOURCES

\_\_\_\_\_  
**Brett W. McMillion**  
**Director**

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that \_\_\_\_\_ whose name is signed to the writing above, or hereto annexed, has this day acknowledged the same before me in my said county.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

STATE OF WEST VIRGINIA

COUNTY OF KANAWHA

I, \_\_\_\_\_, a Notary Public in and for the county and state aforesaid, do hereby certify that Brett W. McMillion, who signed the writing above, or hereto annexed, for the West Virginia Department of Commerce, Division of Natural Resources, Parks and Recreation, a public benefit corporation, has this day in my said county, before me, acknowledged said writing to be the act and deed of said corporation.

Given under my hand this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

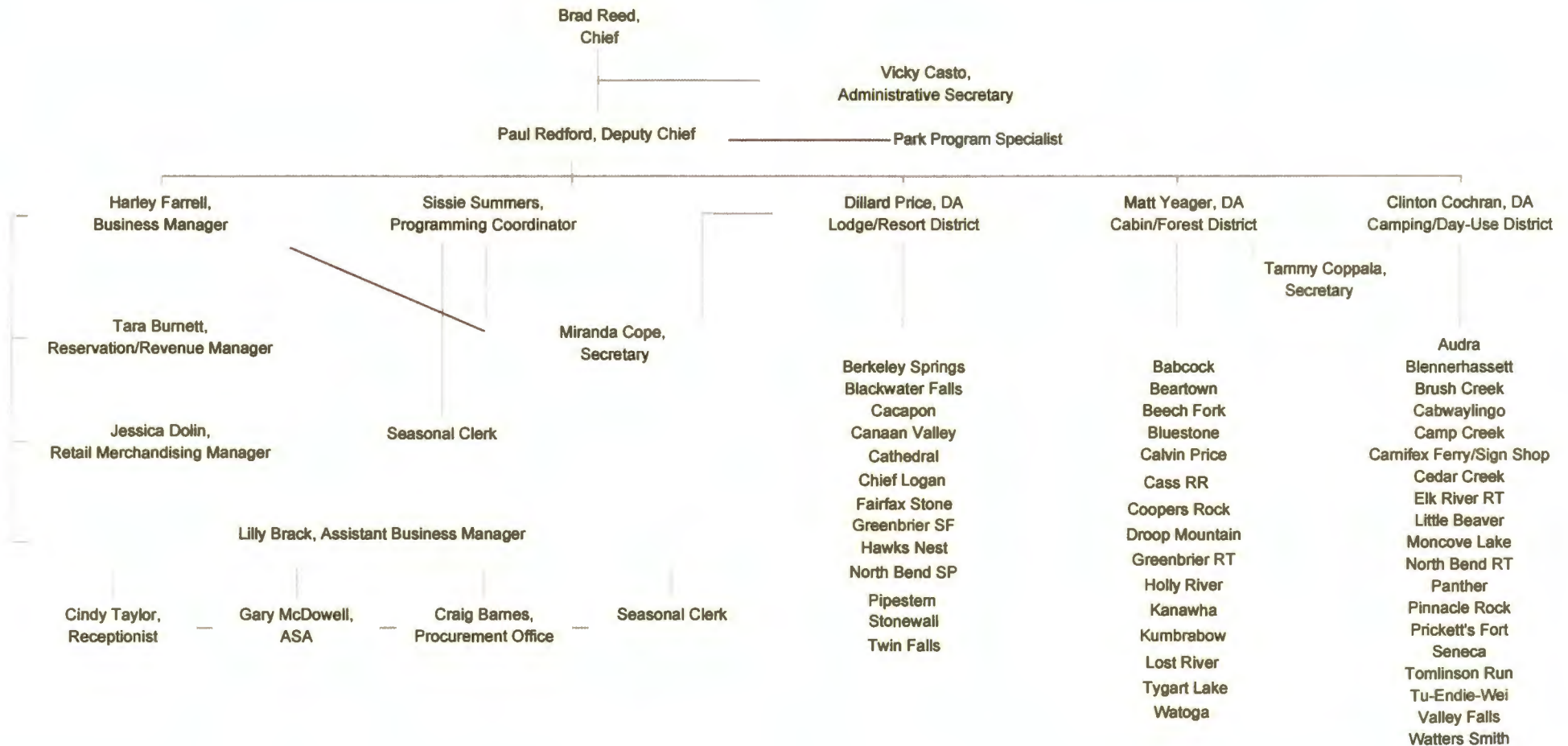
My commission expires the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Governor Jim Justice



Director Brett W. McMillion



*almost heaven*

<b>CACAPON RESORT STATE PARK</b>			
<b>Monthly Attendance</b>			
	<b>FY 22</b>	<b>FY21</b>	<b>FY20</b>
<b>July</b>	48568	44155	44318
<b>August</b>	55970	54370	40848
<b>September</b>	37228	34160	30728
<b>October</b>	34155	33053	31403
<b>November</b>	30963	29895	22415
<b>December</b>	19405	14910	17483
<b>January</b>	19433	16485	15940
<b>February</b>	18885	12728	21543
<b>March</b>	24665	30990	28428
<b>April</b>	35350	31463	19838
<b>May</b>	38883	49383	29163
<b>June</b>	45855	51873	46568
<b>Total</b>	409358	403463	348670

## **CACAPON RESORT STATE PARK**

### **Gross Revenue Collections**

2019 Fiscal Year	\$ 2,280,912.00
2020 Fiscal Year	\$ 1,847,959.00
2021 Fiscal Year	\$ 1,967,237.00
2022 Fiscal Year	\$ 5,143,996.00

## **Cacapon Resort State Park**

### **Recent and Upcoming Investments by WVDNR**

Lodge Addition and Renovations	\$ 31,000,000.00
Water Plant Rehabilitation	\$ 875,000.00
Lodge HVAC	\$ 170,000.00
Mountain Bike Trail/EDA Grant	\$ 3,500,000.00
Batt Shelter Parking and Restrooms	\$ 250,000.00
Old Inn Renovation	\$ 560,000.00
Cabin Renovations and FFE	\$ 2,000,000.00
Lake Dam Repair	\$ 1,000,000.00
Golf Pro Shop Restroom Renovations	\$ 50,000.00

<b>CACAPON RESORT STATE PARK</b>			
<b>Lodge Occupancy Percentage</b>			
	<b>FY 22</b>	<b>FY21</b>	<b>FY20</b>
<b>July</b>	43.50	0.00	47.56
<b>August</b>	34.99	0.00	42.45
<b>September</b>	27.37	0.00	44.40
<b>October</b>	33.43	0.00	46.26
<b>November</b>	21.69	0.00	50.14
<b>December</b>	20.97	0.00	16.08
<b>January</b>	13.81	0.00	12.94
<b>February</b>	23.49	0.00	25.06
<b>March</b>	26.67	0.00	16.43
<b>April</b>	51.70	0.00	0.00
<b>May</b>	29.17	38.69	0.00
<b>June</b>	39.72	44.06	0.00

**Note: COVID and renovation closures from April 2020 through April 2021**

<b>CACAPON RESORT STATE PARK</b>			
<b>Cabin Occupancy Percentage</b>			
	<b>FY 22</b>	<b>FY21</b>	<b>FY20</b>
<b>July</b>	92.92%	90.90%	70.24%
<b>August</b>	81.90%	92.40%	71.34%
<b>September</b>	65.59%	79.25%	32.69%
<b>October</b>	83.56%	85.12%	46.31%
<b>November</b>	70.26%	72.56%	68.55%
<b>December</b>	67.99%	69.98%	61.19%
<b>January</b>	50.12%	50.62%	51.28%
<b>February</b>	48.63%	55.77%	46.00%
<b>March</b>	55.83%	64.53%	42.92%
<b>April</b>	66.88%	62.26%	0.00%
<b>May</b>	59.83%	69.82%	1.08%
<b>June</b>	80.00%	84.73%	60.11%